

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S): TRIBELSKY, Zamir et al. EXAMINER: Not yet assigned

SERIAL NO./ 10/566,983 GROUP ART UNIT: 2856

PATENT NO.:

FILED/ISSUED February 2, 2006 ATTORNEY DOCKET No.: P-7784-US

DATE:

FOR: METHOD FOR ENERGY COUPLING ESPECIALLY USEFUL FOR DISINFECTING, AND VARIOUS SYSTEMS USING IT

STATEMENT OF AMIR COHEN
IN SUPPORT OF RENEWED PETITION UNDER 37 C.F.R §1.47

I, the undersigned, Amir Cohen, submit this declaration in support of a petition under 37 C.F.R. §1.47. The below is true and accurate to the best of my knowledge:

1. I am the Chief Financial Officer of Atlantium Technologies Ltd., ("the Company") which acquired the Intellectual Property of Atlantium Lasers Ltd. as of December 31, 2005.
2. The subject patent application is a national phase application of PCT International Application Number PCT/IL2004/000718, filed on August 4, 2004 naming Zamir Tribelsky, Joseph RABANI, Mordechai NAVON, and Gil COHEN as inventors.
3. The subject patent application was filed on February 2, 2006 with the United States Patent and Trademark Office (the "USPTO"). An unexecuted declaration was filed upon filing the application.
4. On July 19, 2007, the USPTO mailed a Notice of Missing Requirements, requiring applicants to file a signed declaration of the inventors.
5. In or about mid-September 2006, I contacted Mr. Tribelski by telephone in order to coordinate the delivery of documents to sign in relation to this application and other applications including the declaration of the subject application to him. After several telephone calls, Mr. Tribelski told me to deliver the documents to Ms. Zvia Elmaliach, his secretary at the time. Accordingly, I arranged the delivery of the documents to her, and the documents were delivered to her.
6. In or about early October 2006, Mr. Tribelski requested that the documents including the declaration be forwarded to his Attorney at the time, Adv. Shlomi Sabag.
7. On October 18, 2006, I sent a letter to Adv. Shlomi Sabag (attached hereto as Exhibit A) attaching the relevant documents and requesting to return the signed documents back to me.

8. On November 1, 2006, I sent another letter to Adv. Shlomi Sabag (attached hereto as Exhibit B) attaching the relevant documents and specifically including therewith the patent applications as filed, including the subject application.
9. I received a letter dated December 3, 2006 from Adv. Shlomi Sabag (attached hereto as Exhibit C) confirming receipt of the documents, informing me that the documents are being examined with respect to our request to sign the documents.
10. In a telephone conversation held between Adv. Shlomi Sabag and myself in early December 2006, Adv. Shlomi Sabag informed me that Mr. Tribelsky might consider signing the documents if he were to receive payment. However, Mr. Tribelsky never returned the documents back signed.
11. On November 19, 2007, a petition to accept the application without Mr. Tribelsky's signature was filed, along with a statement by me describing the above listed circumstances. On February 15, 2008, a decision was issued dismissing the petition.
12. After several attempts to contact Mr. Tribelsky, I met with Mr. Tribelsky and his former secretary, Ms. Zvia Elmaliach, on July 19, 2008, in Beith Shemesh, Israel.
13. During the July 19, 2008 meeting I informed Mr. Tribelsky of the company's willingness to pay him the sum of money agreed in the Separation and Non-Compete Agreements, signed by Mr. Tribelsky (attached hereto as Exhibits D and E respectively). I also reminded Mr. Tribelsky of his undertaking under the Separation Agreement to sign any written instrument related to intellectual property of the company (see section 9 of the attached Separation Agreement).
14. In the July 19, 2008 meeting, Mr. Tribelsky admitted to me that he has already received the documents, including the declaration for the present application together with a copy of the application as filed and the preliminary amendment, which were sent to him in 2006 via his former attorney, Adv. Shlomi Sabag. Mr. Tribelsky then said that the amount of the payment he had previously agreed upon is not acceptable to him, and that he expects a much higher amount, in his words: "1000 times of the said amount". Mr. Tribelsky stated that he refuses to sign any documents, including the declaration for the present application.

I hereby further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statement may jeopardize the validity of the application of any patent issued thereon.

Signature: _____
Name: Amir Cohen

Date: 29/07/08

Exhibit A



October 18, 2006

Attn: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

We have recently filed with the US Patent and Trademark Office, 3 patent applications, of which Mr. Zamir Tribelsky is an inventor. As part of the application process, it is necessary to submit for each application two forms signed by the inventors. The forms are as follows:

- 1) Declaration and Power of Attorney, in which the inventor declares that he is an inventor, and grants power of attorney to our lawyers in the U.S. who will be handling the patent prosecution.
- 2) Assignment, in which the inventor assigns his rights in the patent application to Atlantium Technologies Ltd.

As per Zamir Tribelsky's request, we hereby attach the following documents to be signed by Zamir:

- 1) Declaration and Power of Attorney for US application S/N 10/566,992 (attorney docket no.: P-7785-US)
- 2) Assignment for US application S/N 10/566,992
- 3) Declaration and Power of Attorney for US application S/N 10/566,983 (attorney docket no.: P-7784-US)
- 4) Assignment for US application S/N 10/566,983
- 5) Declaration and Power of Attorney for US application S/N 11/516,043 (attorney docket no.: P-8164-US)
- 6) Assignment for US application S/N 11/518,043

Kindly review, date and have Zamir sign these documents. The assignment documents should also be witnessed by another person. Please have the witness sign and fill in the necessary details.

Once signed, please return the signed documents to me.
I would appreciate your cooperation in the matter.
Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit B

[no]



November 1, 2006

Att: Shlomi Sabag, Adv.
Aaronsohn, Sher, Aboulafia, Amoday & Co., Law Offices
20 Lincoln St., Tel-Aviv 67134, Israel
Tel: 972-3-6250500 Fax: 972-3-6250501

Dear Shlomi

Following our letter to you on October 18, 2006 and following Mr. Zamir Tribelsky e-mail to Mr. Hanan Miron from October 27, 2006 in which he said that he have been asked to sign on some documents without showing him the applications, I have attached all the relevant documents that relates to the 3 applications.

I would appreciate if you can forward the documents to Zamir in order to enable him to sign on the documents forwarded to you on October 18.

Once signed, please return the signed documents to me.

I would appreciate your cooperation in the matter.

Please contact me if you need any further information.

Best Regards,
Amir Cohen
CFO

Exhibit C

אורה נסן שר אבולהפעה אמודאי ושות' עורך דין
Aaronsohn Sher Aboulafia Amoday & Co. Law Offices

Gilead Sher
Shmuel Aaronsohn
David Aboulafia
Ilan Amoday
Amir Kaderi
Ofir Tal
Aviva Kolman
David Curtis
Noa Shamir
Jonathan Gillis
Iris Eiger Kveller
Tamar Kujic
Michal Vallich
Alon Bitan
Shai Granot
Menav Milo-Timer
Shai Klein
Efrain Schmidler*
Sharon Press-Ben Haim
Eyal Westman
Tali Ben-Simon
Sharon (Leibenstein)Bar On
Ronit Tal
Dana Golani
Dr. Shlomo Kimchy
Zion Tzemach
Shmuel Koves
Noa Levy
Michal Kaplan Hashmon
Eliya Habak
Nitzan Ben-Gai
Alon Goldhaber
Amit Adika
Ayala Schatz
Adi Hamciri
Shlomi Sabag
Maya Marinov Shuler
Louise Spitzer
Tomer Zarchin
Revital Klein
Shiraz Reznik
Sabriah Dadon-Botbol
Asaf Roitstein
Kfir Tobi
Yael Avram
Seirit Shupsky-Rachamim
Shlomo Hajbi
Tali Vutrembrand
Tali Levi
Danna Zlotin-Andreyev
Naomi Vesfrid
Inbar Raz
Eliot Sagi

TELEPHONE: 20 LINCOLN ST., TEL-AVIV 67134, TEL. (972-3) 6230500, FAX. (972-3) 6230501
JERUSALEM: 21 HERZOG ST., JERUSALEM 93387, TEL. (972-2) 5618677, FAX. (972-2) 5618678
e-mail: office@asaar-law.co.il www.asaar-luw.co.il
In affiliation with Wolf, Block, Schorr & Solis-Cohen LLP PA, U.S.A.

of Counsel:
Dalia Rabin
Issack Westman (Partn.
S.L. Klimst**

Tel-Aviv, December 3, 2006

Our Ref.: 9617/4

-without prejudice-

To:
Mr. Amir Choen, Cfo.
Atlantium Ltd.
Har Tuv Industrial Park
POB 11071 Bet Shemesh
99100, Israel.

Via: Registered Mail and Fax: 02-9925005

Dear Amir,

RE: ATLANTIUM DOCUMENTS

your letter dated on November 1, 2006 ("your letter")

1. I hereby confirm accepting your above-mentioned letter.
2. As explained to you in our telephone conversations, your letter and the documents attached to the letter, have been examining by our office and also have been transferred for examination to different experts.
3. Therefore, a formal response to your letter will be hopefully delivered to you, till the 11.12.06.
4. We also advise, in order to complete this issue, to arrange a meeting with all the relevant parties.

Faithfully Yours,
Shlomi Sabag, Adv.
Aaronsohn Sher Aboulafia Amoday & Co.,
Law Offices

* Also member of the New-York Bar
** Also member of the Michigan Bar

Exhibit D

SEPARATION AGREEMENT

This Separation Agreement and General Release (the "Agreement") is made and entered into this 12 day of June, 2006 (the "Effective Date") by and between Zamir Tribeisky ("Zamir"), Atlantium Technologies Ltd. (formerly Atlantium Lasers (Israel) Ltd., referred to herein as "ALIS"), Atlantium Technologies Inc. (formerly Atlantium Lasers, Inc., referred to herein as "ALUS") and Atlantium Lasers Limited ("ALCY") (ALIS, ALUS, and ALCY shall be collectively referred to as the "Group").

WHEREAS, Zamir is a co-founder of the Group, President of ALUS, Director of ALIS, Director of ALUS, Director of ALCY, Shareholder of ALUS and Shareholder of ALCY;

WHEREAS, Zamir was employed pursuant to a Personal Employment Agreement, dated as of March 13, 2003, by and between ALIS and Zamir (the "Employment Agreement") and acted as Chief Technology Officer of the Group and ALIS;

REDACTED

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REDACTED

WHEREAS, Zamir has notified ALIS of termination of the Employment Agreement, effective as of September 15, 2006.

NOW, THEREFORE, in consideration of the promises and agreements set forth below, Zamir and the Group agree as follows:

1. Payment. In consideration of the agreements and covenants set forth in this Agreement, the Group agrees to:

(a) continue to pay Zamir all amounts due to him in accordance with the Employment Agreement, through the Notice Period (as defined in the Employment Agreement), in accordance with Schedule 1 attached hereto.

(b) as of the end of the Notice Period, transfer ownership of Zamir's Manager's Insurance Scheme and advanced study fund (Keren Hishtaimut) to which Zamir is entitled pursuant to clause 2 and 3 of Appendix A of the Employment Agreement, and any other amounts due to Zamir in accordance with the Employment Agreement or any applicable law.

2. Zamir's Actions.

(a) Zamir hereby resigns from his position as director and officer (as applicable) in ALCY, ALIS and ALUS, effective immediately.

(b) Zamir shall return to ALIS the vehicle that ALIS has provided Zamir with, no later than the end of the Notice Period.

(c) Zamir shall return to ALIS the cellular telephone that ALIS has provided Zamir with, no later than the end of the Notice Period.

(d) Zamir shall return to ALIS any and all Group's equipment, documentation, computers, utilities, and any and all other property of ALIS, no later than the last day of the Notice Period.

(e) Zamir shall exercise all the Option Stock (subject to Board of Director approval to accelerate all vesting to take place as of September 15, 2006) that is exercisable as of the Effective Date.

(f) Zamir herewith executes those documents required so that ALUS may complete the share issuances for Series A, Series A-1 and Series A-2 rounds of financing that have taken place prior to the date hereof, including relevant stockholders' consent.

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Group, the Group's stock option plans and Zamir's separation of employment from the Group and ALIS.

The Group Released Parties release Zamir from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements, promises, damages, costs, expenses, attorneys' fees, and remedies of any type, regarding any act, failure to act, omission or circumstances, whether arising under law, contract, tort, equity or otherwise, including without limitation all liabilities created as a result of the negligence, gross negligence and willful acts of any of Zamir that occurred up to and including the date on which Zamir signs this Agreement ("Zamir Release"), provided that Zamir is in full compliance with all of Zamir's contractual obligations pursuant to this Agreement and the transactions contemplated herein, towards the Group Released Parties. The Zamir Release shall be null and void upon any breach of any of Zamir's Contractual obligations towards the Group Released Parties.

Zamir further acknowledge that in return for the Release he received compensation under this Agreement which is significantly higher than what Zamir was owned by the Group.

The term "Group Released Parties" shall mean ALCY, ALUS, ALIS and any of their past or present employees, representatives, administrators, agents, officials, officers, directors, shareholders, divisions, parents, subsidiaries, successors, affiliates, consultants, employee benefit plans (and their sponsors, fiduciaries, or administrators), insurers, and attorneys, each only with reference to their capacity as such.

6. **No Encouragement of Claims.** Zamir will not encourage or assist any person or entity who files a lawsuit, charge, claim or complaint against any of the Group Released Parties unless he is required to render such assistance pursuant to a lawful subpoena or other legal obligation.

7. **Non-Disparagement.** Zamir, the Group and ALIS agrees not to make any oral or written statement to any party that disparages, defames, or reflects adversely upon the other or upon the Group Released Parties, their products and services.

8. **Confidentiality.** Except as may be specifically required by law, Zamir agrees that he will not (without the prior written consent of the Group and ALIS) disclose, publish, indicate, or in any manner communicate, the terms and provisions of this Agreement to any other person or entity except: (a) as may be required by law; (b) to his accountant and/or financial advisor to the extent necessary to prepare his tax returns; (c) to his attorney; and (d) to his spouse. Zamir further agrees that prior to any such authorized disclosure, he will inform each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to whom disclosure is to be made that the terms of the Agreement are confidential and he will secure the agreement of each such person to maintain the confidentiality of the terms and provisions of the Agreement.

9. **Undertaking By Zamir.** Zamir hereby undertakes to assist the Group, and to take any and all actions required of him by the Group for the fulfillment of Zamir's obligations under this Separation Agreement, including but not limited to Zamir's consent to amend any of the corporate governance agreements, such as the Shareholders Rights Agreement and Articles of Association of ALCY and the Stockholders Rights Agreement of ALUS. Further, Zamir undertakes to sign any written instrument related to intellectual property of the Group, or that is related to the governance of the Group.

10. Internet Web Site. ALIS shall post on Atlantium's web site within a reasonable time, a page under the section of Company/History, which shall refer to Zamir's past position with the company as a co-founder, inventor, and CTO.

11. Knowing and Voluntary Waiver. Zamir acknowledges that: (a) he has carefully read this Agreement and fully understands its meaning and effect; (b) he had a full and adequate opportunity and reasonable time period to review this Agreement with an attorney of his choosing before he signed it; (c) he was not coerced into signing the Agreement; (d) he agrees to all the terms of the Agreement and is entering into the Agreement knowingly, voluntarily, and with full knowledge of its significance; and (e) the only consideration for his signing the Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity to cause him to sign the Agreement.

12. Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

13. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision shall not affect the validity of the other provisions; provided, however, that upon any finding by a court of competent jurisdiction that if Section 2 herein, is illegal, void or unenforceable, Zamir agrees (at the Group's option) to promptly execute a covenant that is legal and enforceable or to return promptly to the Group the full amount paid to him pursuant to this Agreement.

14. Tax Consequences. Zamir shall bear all tax payments deriving from the payments granted under this Separation Agreement. ALIS shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

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Intending to be legally bound, the parties execute this Separation Agreement as of the date first written above.

Zamir Tribelsky

Dated: 19/06/06

Atlanium Technologies Inc.
By: Ami

Dated: _____

Atlanium Technologies Ltd.

By: John

Dated: _____

Atlanium Lasers Limited

By: John

Dated: _____

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Exhibit E

Non Compete Agreement

This agreement (this "Agreement") is made and entered into as of June 12, 2006 in Beit Shemesh

- By and between -

Atlantium Technologies Ltd, company existing under the laws of the State of Israel, having its
main place of business at
Hartov Industrial Area
Beit Shemesh, Israel
(hereinafter: "Atlantium")

- And -

Zamir Tribelsky, residing at
Hadror Street number 64, Mevaseret Tzion,
Zip Code 90805
ISRAEL
(hereinafter: "Zamir")

WITNESSETH

WHEREAS, Zamir is co-founder, inventor and the Chief Technology Officer of Atlantium; and

WHEREAS, Zamir notified Atlantium on March 15, 2006 that he will terminate his employment

with Atlantium as of September 15, 2006 ("Employment Termination Date"); and

WHEREAS, Zamir prior obligations not to compete with Atlantium may expire on September 15,

2007; and

WHEREAS, in addition to any obligation of Zamir under applicable law and by virtue of the current contractual relationship between the parties, Atlantium desires to maintain and ensure Zamir's undertaking not to compete with Atlantium and its parents, subsidiaries and affiliates (referred to collectively as Atlantium herein), shall be extended pursuant to the terms and conditions set forth in this Agreement, and Zamir agrees not to so compete on such terms and conditions;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Intellectual Property and Confidentiality

1.1. Zamir acknowledges that, from the date he first became associated with



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he had access to confidential and proprietary information concerning Atlantium, its products and business, and information and technology from Atlantium's product research and development, including without limitation, research and development plans, customers, suppliers, trade secrets, and test results, processes, data know-how, improvements, inventions, formulae, designs, patents, patent applications, software, algorithms, computer processing systems, techniques and products (actual or planned). Such information, whether documentary, written, oral or computer generated, shall be deemed to be referred to as "Proprietary Information".

- 1.2. Zamir hereby agrees that the Undertaking attached as Appendix B to the Employment Agreement executed by Zamir for the benefit of Atlantium and dated March 13, 2003 (attached hereto as Appendix A) shall be extended until expiration on the date that is thirty six (36) months following the Employment Termination Date.
- 1.3. Notwithstanding the aforesaid, and at the request of Zamir, Atlantium hereby clarifies that Zamir's Undertaking not to compete (attached hereto as Exhibit A) does not include and shall not cover personal aviation devices. Zamir is free to explore any business opportunity in the fields of flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as it does not involve water purification and treatment devices and systems. Atlantium waives any claims related to any of Zamir's Inventions (as defined in the Undertaking) related to personal aviation devices, flight, avionics and manned and unmanned personal, or industrial, or commercial, domestic, or governmental aviation devices, for as long as they do not involve water purification and treatment devices and systems.

2. Covenants

- 2.1. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, and in order to enable Atlantium to effectively protect its Proprietary Information, Zamir agrees and undertakes that he will not, commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, for any reason whatsoever, directly or indirectly, in any capacity whatsoever, engage in, become financially interested in, be employed by, or have any connection with any business or venture that is engaged in any activities competing with the activities of Atlantium or any of Atlantium Technologies Inc. (formerly known as Atlantium Lasers Inc.) or Atlantium Lasers Limited.
- 2.2. In consideration of the Non Competition Compensation, as defined in Section 2.3 below, Zamir agrees and undertakes that commencing on the date hereof and ending thirty six (36) months after the Employment Termination Date, Zamir will not, directly or indirectly, including personally or through any business in which Zamir may be an officer, director or shareholder, solicit for employment any person who is employed by Atlantium, or any person retained by Atlantium as a consultant, advisor or the like, or was retained as an employee or a consultant of Atlantium, without Atlantium's prior written approval, which will not be unreasonably withheld.

2.3. In Agreement, Atlantium shall pay Zamir US\$120,000 (one hundred and twenty thousand dollars) plus the applicable Value Added Tax ("Non Competition Compensation"). The Non Competition Compensation shall be paid in twelve (12) equal monthly installments of US\$10,000 (ten thousand dollars). The monthly installments shall be made in New Israeli Shekels within 15 days from the last day of the month that an invoice was properly submitted to Atlantium by Zamir, commencing September 15, 2006.

3. Breach of Covenants.

In the event that Zamir breaches any of the covenants or his obligations undertaken hereunder and/or in the Separation Agreement dated of even date herewith, including but not limited to disparagement of the Company or Group Released Parties (as defined in the Separation Agreement) and including but not limited to filing or encouraging any claims barred hereunder and thereunder, the Company shall be entitled to immediate repayment of the Non-Competition Compensation ("Repayment"). Such Repayment is not in lieu, and shall not derogate from Zamir's covenants and obligations undertaken hereunder and/or in the Separation Agreement. Atlantium may seek, in addition to Repayment, any other remedy available to it under applicable law.

4. Tax Consequences.

Zamir shall bear all tax payments deriving from the payments granted under this Agreement. Atlantium shall be entitled to withhold any tax pursuant to applicable law for transfer to the Israel Tax Authority.

5. Miscellaneous

- 5.1. Each of Atlantium and Zamir confirm they are not limited, by agreement, by law, or in any other way, from signing this Agreement.
- 5.2. Zamir is prohibited from assigning any of its obligations or rights under this Agreement to any third party without the express prior written consent of Atlantium. Atlantium may assign any of its obligations or rights under this Agreement to any third party.
- 5.3. For purposes of any undertaking of Zamir toward Atlantium under this Agreement, the term Atlantium shall include any parent company, subsidiaries and affiliates of Atlantium.
- 5.4. The preamble to this Agreement and the exhibits attached hereto constitute an integral part hereof.
- 5.5. The headings of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in interpreting this Agreement.
- 5.6. The addresses of the parties are as set forth in the preamble to this Agreement. All notices required to be delivered under this Agreement shall be effective

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only if in writing and shall be deemed given by the party required to provide notice one week after it was mailed by registered mail, or immediately after it was delivered personally.

- 5.7. This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and no other arrangement, understanding or agreement, verbal or otherwise, shall be binding upon the parties hereto.
- 5.8. This Agreement may not be amended or modified except by the written consent of the parties hereto.
- 5.9. This Agreement shall be governed by and interpreted in accordance with the laws of Israel, and shall be subject to the sole jurisdiction of the competent courts of the District of Tel-Aviv Yaffo, without regard to the conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

Alantium Technologies Ltd.

Signature

Name (Print)

Title

Zamir Tribelsky

Signature

Name (Print)

Title